

**COUNTY OF MONO**  
**REQUEST FOR PROPOSALS**



**For**

**Internal Business Process Review and Project Management  
Consulting Services in Support of Replacing the County's  
Enterprise Resource Planning (ERP) System**

Deadline for Submission:  
**April 15, 2024**

Submit Proposals to:

**Janet Dutcher, Director of Finance  
Mono County Finance Department  
PO Box 556  
Bridgeport, CA 93517**

# **Request for Proposals for Enterprise Resource Planning System Replacement Consultants**

## *Mono County, California*

### Purpose

Mono County ("County") is requesting proposals from qualified and experienced firms or individuals to provide internal business process review and project management consulting services in support of the County's efforts to replace the existing enterprise resource planning (ERP) system and eliminate through functional integration into the replacement ERP system as many third-party redundant software applications as is feasible. This request for proposals (RFP) includes a complete scope of work.

This RFP seeks responses from experienced project managers/consultants who understand County operations, preferably in a rural setting such as Mono County, that includes financial, budget, payroll, receipting, banking and investing, accounts payable, cost accounting, permitting, and time management. Experience working with California counties is preferred.

### Background

In January 2015, the County entered into an amended agreement with Harris Systems USA, Inc. dba Harris ERP (formerly Systems Consultant, Inc., formerly Government e-Management Solutions, Inc.) for migrating from a specific version of Government e-Management Solutions, Inc. (GEMS) financial accounting software to implement the vendor's newer Innoprise Financial/Payroll/Human Resources (HR), Tax, Community Development, and Work Order (Cost Accounting) applications, as the County's current ERP System. The County fully implemented finance, payroll (except for employee time tracking), and receipting modules. The County initially implemented the Community Development module but abandoned it in 2017. The County did not implement the remaining ERP modules (HR, Tax, Work Order). The County did not implement the time tracking feature for payroll. Currently, time accounting is provided by manual Excel timesheets and various third-party time-tracking software packages without data integration with the County's payroll application.

Third-party software applications (potential for elimination through implementation of a new ERP system) include the following:

- OpenGov – financial reporting, transparency portal, budgeting, workforce costing
- Clarti Cloud – permitting and licensing
- CAMS – road, public works and facility cost accounting and work order management
- In Time – sheriff, jail, and court baliff scheduling and time reporting
- Accela EnvirionConnect – environmental health for tracking activities and time against facilities (restaurants, businesses, cupas, water systems, etc.). Also used by Public Health fiscal staff for accounts receivable activities (invoicing, payments, notices, permit printing, fee tracking, etc.)
- Paperless Knowledge (Maxime) – public health staff for time study tracking. Used by public health fiscal staff for cost accounting purposes, primarily related to grants.
- Fiscal Experts (Time Study Buddy) – social services for time study tracking. This specialized program tracks and updates state program codes so the department can bill for state reimbursements.

## **Request for Proposals for Enterprise Resource Planning System Replacement Consultants** *Mono County, California*

- SmartCare – used by Behavioral Health for medical billing. It includes time tracking by staff.
- Quickbase – internally developed application that IT staff use for timekeeping
- Target Solutions (Vector Solutions) – paramedics for timekeeping, scheduling, training, and rig checking. This application is specialized for emergency medical services operations
- NeoGov – HR recruiting

The above list is not complete. This RFP expects the Consultant to identify as part of their evaluation any additional applications the County should consider for consolidation into a new ERP system.

Some challenges associated with the County's current configured ERP system are the lack of time reporting by activity or project, redundancy of information from third-party systems that do not interface with the County's financial system, and the inability to extract data, especially payroll-related data, for management reporting and decision making. Staff translate manual timekeeping and other financial data into reports, analyzing data, and duplicating data entry efforts. One particular challenge of recent efforts is the ability to provide time-related costing data to FEMA and CalOES for disaster incidents.

The current County system does not include features to deploy online access for schools, the Town of Mammoth Lakes, and independent special district participants.

### About Mono County

Incorporated in 1861, the County is a rural county centrally located on the eastern side of the Sierra Nevada Mountains. The County has an area of 3,049 square miles and a total population of 12,412 (as of January 1, 2024). Mammoth Lakes is the County's only incorporated jurisdiction, with a year-round population of around 7,800. The remainder of the County consists of small communities ranging in population from less than 300 to 1,200 people. During periods of heavy recreation usage, the population (visitors) increases dramatically.

Mono County's mission is:

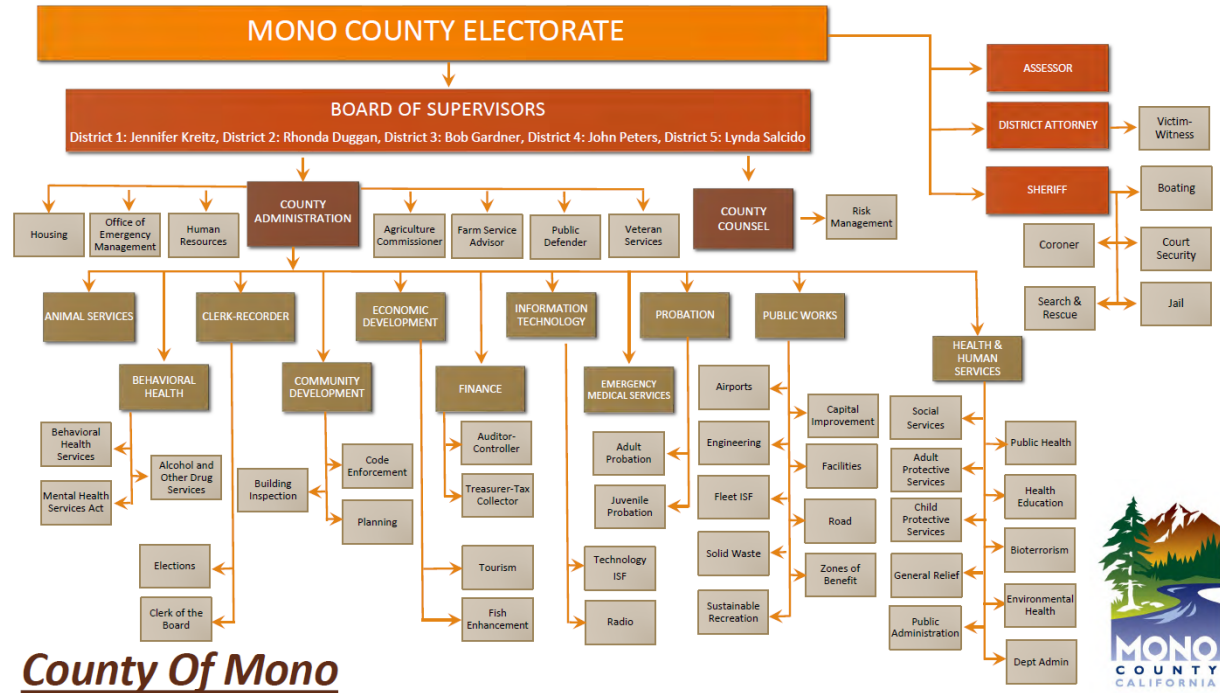
*To support all our communities by delivering superior services while protecting our unique rural environment.*

The County government functions as a local government body to serve the needs of its residents and visitors. As a geographical and political subdivision of the state, the County serves a dual role, providing municipal services in the unincorporated area and acting as administrative agents for state and federal government programs and services for all eligible residents county-wide.

The County workforce has 381.7 full-time equivalent employees (FY 2023-24) to provide a full range of services to its residents and visitors through 16 departments, as shown below in the County's organizational chart.

# Request for Proposals for Enterprise Resource Planning System Replacement Consultants

## Mono County, California



The County annually adopts an operating budget. For FY 2023-24, the County's adopted budget is \$129,726,151, with appropriations for the County's general fund totaling \$52,193,673.

The County sponsors an investment pool that includes required and voluntary participants from schools, the Town, and Special Districts. The County provides accounts payable services to many of these participants.

The County's annual comprehensive financial reports are located at:  
<https://monocounty.ca.gov/auditor/page/auditor-controller-audits>.

The County's annual adopted and recommended budget publications are located at:  
<https://monocounty.ca.gov/auditor/page/auditor-controller-budgets>.

### Questions about this RFP

All questions regarding this RFP should be sent to Finance Director Janet Dutcher via email at [jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov) or by phone at 760-932-5494.

### Project Schedule

RFP Issue Date	March 11, 2024
Proposals Due Date	April 15, 2024
Interviews and Reference Checks	May 13, 2024
Proposal Selected	June 30, 2024
Contract with Selected Firm/Consultant	August 15, 2024
Project Start Date	October 1, 2024

**Request for Proposals for Enterprise Resource Planning System Replacement Consultants**  
*Mono County, California*

Minimum Qualifications

All applicants for consideration must possess the following minimum qualifications.

1. Submission of a list of similar projects performed over the last five (5) years, including size of projects, time duration of projects, municipality, and current contact information, including name and phone number.
2. Demonstrate experience in ERP software consulting engagements.
3. Sufficient levels of staff to complete the project within the schedule requirements.
4. Meet minimal levels of insurance to cover anticipated services as listed in Exhibit I, the County's Standard Agreement template.
5. The firm must commit an individual project representative with at least five (5) years of experience with similar projects in California, comparable in size and complexity.

Period of Agreement

Any agreement awarded as a result of this RFP anticipates covering an approximately five (5) year commitment with extensions considered as needed.

Scope of Work

- A. Develop and document existing (as is) and proposed (to be) functional data requirements, including business process workflow, for all County departments utilizing the new ERP software. This analysis should include any third-party applications recommended for integration into the new ERP system.
- B. Prepare a Request for Proposal (RFP) that the County will issue for new ERP software and implementation services that allow for a thorough comparison of all qualified vendors.
- C. Lead the County through the ERP software selection process, including coordinating software demonstrations and on-site visits. This includes assisting the County with identifying potential risks, issues, and budget impacts to ensure it makes a quality selection decision that achieves its ERP requirements.
- D. Participate in contract negotiations with the selected ERP software vendor to ensure a performance-based contract that includes milestones and associated target dates for accomplishment.
- E. Act as the County's project manager, guiding the County through implementing the selected ERP software package and assisting with identifying and assessing process change necessary for a successful ERP software installation.

**Request for Proposals for Enterprise Resource Planning System Replacement Consultants**  
*Mono County, California*

Project Deliverables

- A. Project documents necessary to support a project of this size – project plan, communications plan, executive status reports, etc.
- B. A requirements analysis report detailing the functional and data requirements, including the business process and workflow essential for the new ERP system.
- C. Completed RFP for the new ERP software and implementation.
- D. Evaluation and recommendation of vendor proposals for the new ERP software and implementation.
- E. New ERP Vendor contract negotiated with the best interests of the County.
- F. Successful completion of the ERP replacement project scope of work.

Evaluation and Section Criteria

- Understanding and approach to the project
- Demonstrated experience in similar projects for California counties
- Response to references from other similar projects on which the firm/individual has worked
- Qualifications of key personnel assigned to the County's project
- Capacity to effectively undertake the scope of the project and meet all requirements

Ability to Contract and Exceptions

This RFP and the submittal presented by the respondent, with whom the County may choose to contract as the result of this process, will be incorporated into the agreement submitted to the Mono County Board of Supervisors for approval. The respondent must provide a statement about the individual's or firm's ability and willingness to enter into County of Mono Standard Agreement Template Version v09.22.23 and note any exceptions. A Standard Agreement Template Version v09.22.23 sample is attached as Exhibit I, which may be modified to incorporate provisions described in the RFP or the resulting negotiation of proposals. Only those exceptions to the Standard Agreement Template identified in the respondent's proposal will be considered during the negotiation process.

Subcontractors

Consultant shall not assign, subcontract, or delegate the performance of its services to any person, corporation, or entity without prior written consent of the County. Provided that the Consultant obtains such consent, it is understood and agreed that any such persons, corporations, or entities hired by the Consultant shall be deemed agents of the Consultant and that the

**Request for Proposals for Enterprise Resource Planning System Replacement Consultants**  
*Mono County, California*

Consultant shall be responsible for the methods, means, and materials used in connection with the performance of any such services, and for any breach of this agreement or any delays or damages occasioned by such work.

Submission of Proposal

Respondent shall submit one (1) unbound original and three (3) copies of the completed proposal as specified in this RFP. Alternatives may email an electronic version of the proposal to [jdutcher@mono.ca.gov](mailto:jdutcher@mono.ca.gov). Upon receipt, the County will email the sender a confirmation of the proposal's receipt. Participants must mail (or email) completed proposals by April 15, 2024, 5 pm to:

Janet Dutcher, Director of Finance  
Mono County Finance Department  
PO Box 556  
Bridgeport, CA 93517

The deadline to submit proposals is April 15, 2024, by 5 pm Pacific Standard Time.

**Request for Proposals for Enterprise Resource Planning System Replacement Consultants**  
*Mono County, California*

Submission Contents

- Letter of Transmittal introducing yourself and your organization and interest in this project, including the legal name, address, email, telephone and fax numbers, and signed by the person delegated to bind the individual or firm to the proposal legally. An affirmative statement about the individual's or firm's ability to enter into Mono County Standard Agreement Template Version v09.22.23 and any noted exceptions should be included with the Letter of Transmittal.
- Project scope, methodology, and timeline statement describing specific capabilities, approaches, and methodologies that demonstrate a clear understanding of the nature of the services to be performed as described in the Scope of Work section of this RFP.
- List of similar projects performed over the last five (5) years, including size of projects, municipality, and current contact information of coordinating personnel, including name, title, email, and phone number.
- Resume for key personnel who will be assigned to the project
- Itemized cost estimate. The proposed cost should include hourly fees and a detailed listing of all proposed expenses.



**Request for Proposals for Enterprise Resource Planning System Replacement Consultants**  
*Mono County, California*

**EXHIBIT 1**

**MONO COUNTY**  
**STANDARD AGREEMENT**  
**TEMPLATE VERSION v09.22.23**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of CLICK HERE TO ENTER TEXT of CLICK HERE TO ENTER TEXT (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish to County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by County to Contractor to perform under this Agreement will be made by the Director of CLICK HERE TO ENTER TEXT, or an authorized representative thereof. Requests to Contractor for work or services to be performed under this Agreement will be based upon County's need for such services. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement, County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated by this reference. In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** Federal Contracting Provisions
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other \_\_\_\_\_

**2. TERM**

The term of this Agreement shall be from CLICK HERE TO ENTER TEXT, to CLICK HERE TO ENTER TEXT, unless sooner terminated as provided below.

### 3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$CLICK HERE TO ENTER TEXT, not to exceed \$CLICK HERE TO ENTER TEXT in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors - (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, which were done at County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-Nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board.

#### **4. WORK SCHEDULE**

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

#### **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

#### **7. COUNTY PROPERTY**

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc. provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual

presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## 8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
  - a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## 9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

- A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.
- B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.
- C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

## 10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

## 11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

## 12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

## 13. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.



Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph shall not apply.

#### **14. ASSIGNMENT**

This is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

#### **15. DEFAULT**

If Contractor abandons the work, fails to proceed with the work or services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, then County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

#### **16. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

#### **17. CONFIDENTIALITY**

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of County.

#### **18. CONFLICTS**

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

#### **19. POST-AGREEMENT COVENANT**

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

**20. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, ordinance, or regulation, then the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**21. FUNDING LIMITATION**

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

**22. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

**23. NOTICE**

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

County of Mono:

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

Contractor:

CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT  
CLICK HERE TO ENTER TEXT

**24. COUNTERPARTS**

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

**25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [Click here to enter text.](#)

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT  
FOR THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCOPE OF WORK:**

CLICK HERE TO ENTER TEXT

**ATTACHMENT B**

**AGREEMENT BETWEEN THE COUNTY OF MONO  
AND CLICK HERE TO ENTER TEXT FOR  
THE PROVISION OF CLICK HERE TO ENTER TEXT SERVICES**

**TERM:**

**FROM: CLICK HERE TO ENTER TEXT TO: CLICK HERE TO ENTER TEXT**

**SCHEDULE OF FEES:**

CLICK HERE TO ENTER TEXT

See Attachment B1, incorporated herein by this reference (optional).